

RESTRICTIONS AND RESERVATIONS  
FOR  
WILD COUNTRY LAKE ESTATES

THE STATE OF TEXAS)  
COUNTY OF POLK.)

KNOW ALL BY MEN THESE PRESENCE,

That we the undersigned being property owners of the lands and premises described as follows: Certain tract of land situated on the G. S. Thomas survey abstract number 72 in Polk County, Texas, a subdivision shown on a plat recorded in volume 2, page 6 of the map records of Polk County, Texas, subdivision known as Wild Country Lake Estates, do hereby impress all of the lots included in the subdivision with the following restrictions;

1. The land hereby surveyed shall be used for the purposes of one private single family residence and appropriate uses accessory thereto. No building shall be erected on any one lot except one private single family house and garage appurtenant thereto, and no such garage may be erected, except simultaneously with or subsequent to the erection of the residence. Storage buildings will be allowed. No building, storage building, or structure shall be erected within twenty (20) feet of any of the front lines of said lot, since the lots fronts on the lake, also no building or structure shall be so located that the closest point thereof shall be nearer than twenty (20) feet from the waters edge of any lake.

No building or structure of any sort shall be built within five (5) feet of the sidelines of said lot. No structure shall be erected or placed on said lot unless built of solid, permanent materials with a pleasing exterior. No structure shall have tar paper, roll brick siding or similar material on the outside walls. All structures must comply with Federal Laws and Regulations, and if restrictions or conditions herein do not comply therewith it shall not be construed as a waiver by the grantor of compliance with such Laws and Regulations. No privies or outside toilet facilities shall be constructed or maintained on any lot, and any sewer disposal systems shall be of the type approved or recommended by the state and local Department of Health, and shall be maintained by the grantee at all times in a proper, sanitary condition and in accordance with the pliable State and County sanitary laws. All plumbing and drains must be connected with water tight septic tanks of approved construction. No septic tank or line shall be placed within seventy (75) feet of the water edge. No sign of any description may be erected or placed on any portion of the land without the express written approval of the grantor, his heirs, executors or assignees.

2. The land to be conveyed hereunder shall be used for residential purposes only, except those lots which are designated on the official plat of said addition as being a commercial lots.

3. Lot owners assume liability for any injury to himself or any member of his party using the recreational facilities of Wild Country Lake Estates.

4. There shall be reserved the utility easements and granted easements of said subdivision, and an easement over all streets ten (10) feet to either side of the street for the purpose installing, using, repairing and maintaining public utilities, water, sewer lines, electric lighting and telephone poles, pipe lines and drainage ditches or structures and/or any equipment necessary for the performance of any public or quasi-public service and function, and for all other purposes instant to the development and use of said property as a community unit, with the right of access thereto for the purpose of further construction, maintenance and repairs. Such right of access to include the right, without liability on the part of anyone or of the owners or operators of such utilities, to remove any or all obstructions on said easement right of ways, caused by trees, brush, fences, shrubs, or other obstructions which in their opinion may cause interference with the installation or operation of their facilities. Such easement shall be for the general benefit of the subdivision and the property owners thereof or hereby reserved in creating in favor of any utility companies entering into and upon said property for the purposes of the foresaid, subject to the limitations as to the water service herein after set forth. There is also reserved for use of all public utility companies an unobstructed aerial easement five (5) feet wide from a plane fifteen (15) feet above the ground upward, located adjacent to the said easements reserved hereby.

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5. Property owners reserve the exclusive right at all times to use any and all acres reserved and dedicated as public utilities easement or street, for the purpose of laying, placing or constructing, installing, maintaining or repairing all kinds and types of water lines, mains or pipes, as well as other equipment necessary or incidental to the operation or maintenance of water service and/or supply systems, and it's appurtenances, to service, furnish or supply this subdivision with water. The same shall apply to a sewage system and to a television cable system.

6. The land to be conveyed hereunder shall be subject to the reservation of all minerals in and under the property and premises conveyed hereby and subject to any and all oil and gas leases effecting such land and subject to all easements, right of way stipulations, restrictions, and reservations of record effecting such land.

7. There is reserved unto all property owners, the heirs, administrators, and assigns, and unto the owners of all residential tracts of said subdivision, the area designated as 'park' on the plat of said subdivision as community ownership for parking and other community type activities. All owners and their guests in the presence of said owners of a lot of the subdivision of Wild Country Lake Estates shall have the use of all lakes for fishing, but at no time shall any of the above named or mentioned persons ever take fish from said lake by seining, netting, trapping or any other commercial method. Any rights herein above granted to fishing in lakes are subject to the ramification by the subdivision herein, their heirs or assigns if any of the above stipulations or covenant are violated.

8. No hunting shall be allowed on the lakes or any area in said subdivision at any time. The use or discharge of firearms in said subdivision is prohibited.

9. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or any other waste. Trash, garbage, rubbish or any other waste shall be kept only in tightly, sanitary containers. There will be no commercial incinerators used for the storage or disposal of such materials to be kept in this subdivision. Each lot owner shall be responsible for the disposal of his own garbage, trash, and rubbish.

10. No unsightly storage and/or junk vehicles ( eg. those vehicles without motors, missing vital parts, not having inspection sticker or current license ) presenting a health hazard to the community shall be permitted within Wild Country Lake Estates.

11. No noxious or offensive activity shall be carried on upon any lot, nor shall any thing be done thereon which may be an annoyance or nuisance to the neighborhood or the subdivision as a whole.

12. No mobile home may be placed on any lot unless said mobile home has complete sanitary facilities, including among others, a lavatory, toilet, washbasin, tub or shower, kitchen sink, and must be connected to sewage outlets within 60 days.

13. Mobile home utilities shall be brought into or exit from the home, underground from the easement linear septic system and be connected to the home within that area of the home covered by the subdivisions approval.

14. No boats, trailers, or truck camper tops may be parked in within or on the twenty foot ( 20 ) easement line of any tract of land.

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15. Upon the sale or execution contract for deed, the purchaser of any lot or lots in Wild Country Lake Estates shall be responsible and liable for a maintenance charge by the year. This is for the purpose of creating a fund to be known as Wild Country Lake Estates Maintenance Fund and is to be paid by the owners of each lot in conjunction with a like charge to be paid by the owners of the other lots in Wild Country Lake Estates, the same to be secured by vendors lien upon such lots. Such sum shall be paid at the time of the purchase of a lot and on the same date thereafter once a year to the Property Owners of Wild Country Lake Estates. A yearly charge will be adjusted at the beginning of each Fiscal Year by the Property Owners Association as the need of the Property Owners may in their judgment require, but in no event shall such a charge be raised more than 10% and not without a majority vote of the property owners. Funds arising from said charge will be applied so far as is sufficient towards the payment of maintenance expenses or construction cost incurred for any or all of the following purposes, lighting, improving and maintaining the streets, caring for vacant lots, or maintenance of our clubhouse and facilities and other similar recreational facilities, and doing any other things necessary or desirable in the opinion of the property owners to keep the property neat and in good order in which they consider of general benefit to the owners or occupants of the subdivision. It shall be understood that the judgment of said property owners in their expenditure of said funds shall be final so long as such judgment is exercised in good faith.

16. All owners of lots shall be subject to such maintenance charge by acceptance of property owners deed or contract for deed. Each purchaser consents and acknowledges that said Property Owners Association shall have no obligation to furnish maintenance, are do any other things described in these restrictions other than from the maintenance fund.

17. There shall be no destruction or decimation of any of Wild Country Lake Estates property by any person, property owner, or otherwise.

18. All residential lots must be neatly maintained, kept free of all trash, rubbish, garbage, etc. and mowed. This shall be the responsibility of each lot owner and if not adhered to, will be handled by the subdivision at the lot owners expense, only after 60 days certified written notice has been sent to the property owner.

19. No poultry or stock pens shall be allowed within one hundred and fifty (150) feet of any water well constructed by the subdivision for purposes of furnishing water to lot owners within the subdivision. Anyone owning poultry or stock pens shall keep neat pens, safe pens, and well constructed pens to maintain and hold all poultry and stock.

20. No lot shall be used for storage of any material, except that required for the construction of authorized buildings, which material shall be used or removed, within a reasonable length of time.

21. Dirt shall not be piled upon any lot, except that which is necessary in connection with landscaping, and dirt shall not be removed from any lot without written permission of the property owners committee.

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## Committee

The Property Owners Committee, any vacancy on the committee, resulting from death or resignation of any member on the committee, or from the refusal or inability of any such member to serve, may be filled by appointment by the remaining member or members of the committee. At which time written notice of each meeting called to elect a new committee shall be mailed to each property owner as his last known address, at least ten (10) days before the date of the meeting.

At each election, the owner or owners of each lot shall be entitled to one vote. Votes may be cast in person or by holders of properly executed written proxies.

The committee shall function as representatives of all property owners of said subdivision and shall be authorized to collect and expend, in the interest of the subdivision as a whole, the maintenance fund herein after created; in force, by appropriate proceedings, foregoing restrictions, and force are release any lien imposed on any lot by reason of a violation of any of the foregoing restrictions, or by reason of failure to pay the maintenance charge herein after provided for and approve or reject plans and specifications for buildings to be erected in said subdivision, and approve or reject any reasonable requests by property owners, such as overnight camping privileges near or around the lake.

Be It Known That, These covenants and restrictions are to run with the land, and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date that these covenants are recorded with the county clerk of Polk County, Texas, after which time said covenants and restrictions shall be extended automatically for successive periods of ten (10) years, unless a instrument signed by majority of the then property owners have been recorded, agreeing to change said covenants and restrictions in whole or in part, are to have rewritten them.

If any one or more of the foregoing restrictions or provisions shall become or be held to be invalid, by reason of waiver, judicial decision or otherwise, the other restrictions set forth above shall not be affected thereby but shall remain in full force and affect.

Officers of Wild Country Property Owners Association  
Wild Country Lake Estates

*George Day*  
President *George Day*

*Paul Stephens*  
Vice President *Paul Stephens*

*Liz Ellis*  
Secretary *Liz Ellis*

*Donna Jo Brooks*  
Treasurer *Donna Jo Brooks*

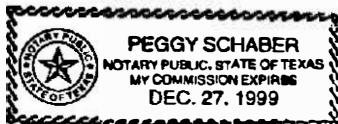
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THE STATE OF TEXAS

COUNTY OF POLK

Before me, the undersigned authority, a Notary Public in and for Polk County, Texas on this day personally appeared George Day, President; Paul Stephens, Vice President; Donna Brooks, Treasurer; Liz Ellis, Secretary known to me to be the persons whose names are subscribed to the foregoing instrument, and the said George Day, Paul Stephens, Donna Brooks, and Liz Ellis acknowledged to me that they executed the same for the purposes and consideration therein expressed.

1995. GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11 day of February.



*Peggy Schaber*  
Notary Public in and for Polk County, Texas

FILED FOR RECORD

STATE OF TEXAS  
COUNTY OF POLK  
BARBARA MIDDLETON, County Clerk, has this instrument and FILED in the  
the number 991 PAGE 724 and at the time stated herein by me and  
was duly recorded in the Public Records in volume and page of the  
names RECORDS of Polk County, Texas as stated herein by me on

95 NOV 16 AM 9:03

BARBARA MIDDLETON  
COUNTY CLERK  
POLK COUNTY, TEXAS

NOV 16 1995



*Barbara Middleton*  
COUNTY CLERK  
POLK COUNTY, TEXAS

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